



EMPLOYMENT TRIBUNALS

BETWEEN

Claimant

Mr C-L Nicoara

AND

Respondent

City Arms Limited

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

HELD AT Bristol

ON

25 November 2022

EMPLOYMENT JUDGE Bax

Representation

For the Claimant: Mrs Nicoara-Ryder (Claimant's wife and lay representative)

For the Respondent: Did not attend

JUDGMENT

1. The Claimant worked for the Respondent from 10 May 2021 to 19 November 2021. The Respondent constructively wrongfully dismissed the Claimant and the Claimant's claim for notice pay succeeded. The Respondent shall pay the Claimant the sum of £305.70, which is net of tax and national insurance.
2. The Claimant's claim for accrued but untaken holiday was well founded and the Respondent is ordered to pay the Claimant the gross sum of £938.81.

REASONS

1. These written reasons are provided following a request by the Respondent dated 8 December 2022. The Judgment was sent to the parties on 2 December 2022 and the request for the written reasons was made within the time limit. A reconsideration was also sought by the Respondent, however it is invited to make any further submissions in relation to that

application following receipt of these reasons before the application is considered.

Background

2. In this case the Claimant, Mr Nicoara, brought a monetary claim for constructive wrongful dismissal in respect of notice pay and accrued but unpaid holiday.
3. The Claimant notified ACAS of the dispute on 25 January 2022 and the certificate was issued on 7 March 2022. The claim was presented on 7 April 2022.
4. The Respondent filed a response which was received on 23 May 2022. The form did not include a telephone number.
5. The response was accepted on 31 May 2022. In the letter notifying the parties of acceptance of the claim it was noted that the claim appeared to have been presented in time and the Respondent was ordered to set out in writing why it disputed the Claimant was not owed the sums of money claimed.
6. On 29 June 2022, the Respondent sent an e-mail providing further information about the response and setting out its version of events.
7. Both parties were sent a notice of hearing by e-mail on 4 July 2022.
8. On 12 July 2022, a copy of the Respondent's e-mail dated 29 June 2022 was received by the Tribunal in the post.
9. On 24 November 2022, the parties were sent the link to join the video hearing.
10. By 24 November 2022, neither party had provided documents for the case and the Tribunal sent an e-mail asking both parties for them. The Claimant provided his documents, however nothing was received from the Respondent.
11. A few minutes before the hearing was due to start it was noted that the Respondent had not sought to join the hearing. The Tribunal office tried to telephone the Respondent on the number detailed on the claim form on a few occasions, however the call did not appear to connect. An e-mail was sent to the Respondent at 1202 asking it to join as soon as possible and the Respondent was given the helpline telephone number. A further telephone call was made to the Respondent's number detailed on the claim form, which was not answered. I was also made aware that the Video Hearings

Officer had been trying to contact the Respondent, but there had been no response.

12. I was satisfied that the Respondent had notice of the hearing and all reasonable attempts had been made to see if it would attend. The case proceeded in the absence of the Respondent.

The evidence

13. I heard oral evidence from the claimant and had been provided with his witness statement and a bundle of documents

The facts

14. I found the following facts proven on the balance of probabilities after considering the whole of the evidence, both oral and documentary, and after listening to the factual and legal submissions made by and on behalf of the respective parties.
15. The Claimant commenced work for the Respondent on 10 May 2021 as a chef. He was managed by Ms Holden, also known as Ms Avery. He worked 5 days a week.
16. The Claimant was not given a statement of principal terms and conditions.
17. The Claimant's leave year was unspecified and therefore it ran from the start date of his employment and restarted on the anniversary of it.
18. The Claimant said that his manager and other staff bullied him in that he was regularly shouted at by his manager and blamed for the inadequacies of a female staff member. He said the staff member was rude to him and was not reprimanded. He said the staff member regularly did not do the cleaning or food preparation, which was her role and that his manager would scapegoat and shout at him. I accepted this evidence. This occurred, in particular, on the Claimant's days off and on his return to work he would find the kitchen was still dirty from the day before and nothing had been done to prepare for that day's service. He was also blamed by his manager for poorly cooked food when had not been working. The Claimant pointed out to his manager that he had not been working on those days, however no account was taken of that and he continued to receive the blame.
19. The Respondent said in its e-mail dated 29 June 2022 that the Claimant was spoken to on numerous occasions about inappropriate behaviour towards female members of staff and had been reprimanded and formally warned. No such evidence was put forward and I did not accept that those events occurred.

20. The Claimant did not work on 10 November 2021. On his return on 11 November he found that the female staff member had not carried out any cleaning, no food preparation had been done and the food order had been forgotten so they were low on stock. The Claimant tried to explain to her that they needed to put an order through, however she would not listen and started swearing at him. The Claimant raised his voice and said, 'fuck this I'm not doing this anymore'. He went for his lunchbreak and told the bar supervisor to find cover for him that evening because he was upset and wanted to go and he would not be coming back that night. He left and returned at 5pm and was told his shift was covered and he collected his knives and left. The Claimant took his knives home every evening because they were the tools of his trade and they were expensive.
21. The Claimant's wife then wrote a letter of resignation on his behalf which was dated 11 November 2021, giving a week's notice. He suggested that he could use accrued holiday for that period.
22. On 12 November 2021 the Claimant attended work and saw a bar maid who told him that the manager had told her that he was not allowed in until she was back. The Claimant then returned home got the letter of resignation and then gave it to the member of bar staff.
23. On 16 November 2021, the Claimant received £117.50 in his bank account in respect of the last partial week he had worked.
24. During his employment the Claimant took 3 days of holiday.
25. The Claimant's HMRC records show that between 21 May 2021 and 12 November 2021, a period of 26 weeks, he was paid £10,342.50 gross and after deductions of tax and national insurance he was paid £9,137.48 net. I was satisfied that the net amounts received in his bank account were the same figures as given to HMRC and that the HMRC records accurately recorded his net and gross pay. For the purposes of calculating holiday pay the Claimant earned £397.79 gross per week on the basis that the Working Time Regulations require a year's pay to be taken into account or where a worker has worked for less than a year the pay they received. This was an equivalent of £79.56 gross per day.
26. In the last 12 weeks of the Claimant's employment, he was paid £4,177.50 gross or £3668.36 net, which is an average of £305.70 net per week.

The law

Constructive wrongful dismissal

27. Under the Employment Tribunals (Extension of Jurisdiction England and Wales) Order 1994 an employee may bring a claim for breach of contract. The Order includes the following provisions

3 Extension of jurisdiction

Proceedings may be brought before an employment tribunal in respect of a claim of an employee for the recovery of damages or any other sum (other than a claim for damages, or for a sum due, in respect of personal injuries) if—

- (a) the claim is one to which section 131(2) of the 1978 Act applies and which a court in England and Wales would under the law for the time being in force have jurisdiction to hear and determine;
- (b) the claim is not one to which article 5 applies; and
- (c) the claim arises or is outstanding on the termination of the employee's employment.

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[Subject to [[article] 8B], an employment tribunal] shall not entertain a complaint in respect of an employee's contract claim unless it is presented—

- (a) within the period of three months beginning with the effective date of termination of the contract giving rise to the claim, or
- (b) where there is no effective date of termination, within the period of three months beginning with the last day upon which the employee worked in the employment which has terminated,

[[ba) where the period within which a complaint must be presented in accordance with paragraph (a) or (b) is extended by regulation 15 of the Employment Act 2002 (Dispute Resolution) Regulations 2004, the period within which the complaint must be presented shall be the extended period rather than the period in paragraph (a) or (b)], or

- (c) where the tribunal is satisfied that it was not reasonably practicable for the complaint to be presented within whichever of those periods is applicable, within such further period as the tribunal considers reasonable.

[8B]

[(1) This article applies where this Order provides for it to apply for the purposes of a provision of this Order (“a relevant provision”).

(2) In this article—

- (a) Day A is the day on which the worker concerned complies with the requirement in subsection (1) of section 18A of the Employment Tribunals Act 1996 (requirement to contact ACAS before instituting proceedings) in relation to the matter in respect of which the proceedings are brought, and

- (b) Day B is the day on which the worker concerned receives or, if earlier, is treated as receiving (by virtue of regulations made under subsection (11) of that section) the certificate issued under subsection (4) of that section.
 - (3) In working out when the time limit set by a relevant provision expires the period beginning with the day after Day A and ending with Day B is not to be counted.
 - (4) If the time limit set by a relevant provision would (if not extended by this paragraph) expire during the period beginning with Day A and ending one month after Day B, the time limit expires instead at the end of that period.
 - (5) Where an employment tribunal has power under this Order to extend the time limit set by a relevant provision, the power is exercisable in relation to that time limit as extended by this regulation.]
28. S 86 ERA makes provision for the minimum amount of notice due to an employee:

86 Rights of employer and employee to minimum notice

- (1) The notice required to be given by an employer to terminate the contract of employment of a person who has been continuously employed for one month or more—
 - (a) is not less than one week's notice if his period of continuous employment is less than two years,
 - (b) ...
- (6) This section does not affect any right of either party to a contract of employment to treat the contract as terminable without notice by reason of the conduct of the other party.

29. An employee may resign and claim wrongful dismissal when the employer is in fundamental breach of the contract of employment. In this case the implied term of mutual trust and confidence was relied upon.

What constitutes a resignation?

30. Broadly, the test as to whether ostensibly ambiguous words amount to a dismissal or a resignation is an objective one: all the surrounding circumstances must be considered and if the words are still ambiguous, the employment tribunal should ask itself how a reasonable employer or employee would have understood them in the circumstances. Any ambiguity is likely to be construed against the person seeking to rely on it (Graham Group plc v Garratt EAT 161/97).

When considering all the circumstances, tribunals will look at events both preceding and subsequent to the incident in question and take account of

the nature of the workplace in which the misunderstanding arose.

31. An employee's conduct may sometimes lead to a finding that he or she has resigned. In Harrison v George Wimpey and Co Ltd [1972] ITR 188, NIRC, Sir John Donaldson said: "Where an employee so conducts himself as to lead a reasonable employer to believe that the employee has terminated the contract of employment, the contract is then terminated." However it will only be in exceptional circumstances that resignation will be the proper inference to draw from an employee's conduct.
32. The concept of 'constructive resignation', or 'self-dismissal', was firmly rejected by a majority of the Court of Appeal in London Transport Executive v Clarke [1981] ICR 355, CA, which held that a repudiatory breach by an employee did not bring the contract to an end automatically. The contract would only end when the employer accepted the employee's breach, i.e. by dismissing the employee. This accords with the approach taken in Geys v Société Générale [2013] ICR 117, SC, in which the Supreme Court confirmed the application of the 'elective theory' to repudiatory breaches of an employment contract, i.e. that a repudiatory breach will only be effective to terminate the contract once the other party has elected to accept the breach.

Constructive wrongful dismissal

33. The best known summary of the applicable test for a claim of constructive dismissal was provided by Lord Denning MR in Western Excavating (ECC) Limited v Sharp [1978] IRLR 27: "If the employer is guilty of conduct which is a significant breach going to the root of the contract of employment; or which shows that the employer no longer intends to be bound by one or more of the essential terms of the contract; then the employee is entitled to treat himself as discharged from any further performance. If he does so, then he terminates the contract by reason of his employer's conduct. He is constructively dismissed. The employee is entitled in these circumstances to leave at the instant without giving any notice at all or, alternatively, he may give notice and say he is leaving at the end of notice. But the conduct must in either case be sufficiently serious to entitle him to leave at once. Moreover, he must make up his mind soon after the conduct of which he complains: for, if he continues for any length of time without leaving, he will lose his right to treat himself as discharged. He will be regarded as having elected to affirm the contract."
34. With regard to trust and confidence cases, Dyson LJ summarised the position thus in Omilaju v Waltham Forest London Borough Council [2005] IRLR 35 CA: The following basic propositions of law can be derived from the authorities: 1. The test for constructive dismissal is whether the employer's actions or conduct amounted to a repudiatory breach of the contract of employment: Western Excavating (ECC) Limited v Sharp [1978]

- 1 QB 761. 2. It is an implied term of any contract of employment that the employer shall not without reasonable and proper cause, conduct itself in a manner calculated or likely to destroy or seriously damage the relationship of confidence and trust between employer and employee: see, for example Malik v Bank of Credit and Commerce International SA [1998] AC 20, 34H – 35D (Lord Nicholls) and 45C – 46E (Lord Steyn). I shall refer to this as “the implied term of trust and confidence”. 3. Any breach of the implied term of trust and confidence will amount to a repudiation of the contract, see, for example, per Browne-Wilkinson J in Woods v WM Car Services (Peterborough) Ltd [1981] ICR 666 CA, at 672A; the very essence of the breach of the implied term is that it is calculated or likely to destroy or seriously damage the relationship. 4. The test of whether there has been a breach of the implied term of trust and confidence is objective. As Lord Nicholls said in Malik at page 35C, the conduct relied on as constituting the breach must: “impinge on the relationship in the sense that, looked at objectively, it is likely to destroy or seriously damage the degree of trust and confidence the employee is reasonably entitled to have in his employer”.
35. A claimant cannot rely upon a breach of contract which he/she has been taken to have affirmed. Affirmation can, of course, have been express, but it can also be implied by inaction and delay, although simple delay is rarely enough. In Chindove-v-Morrisons UKEAT/0201/13/BA, Langstaff J said this (paragraph 26);

“He [the claimant] may affirm a continuation of the contract in other ways: by what he says, by what he does, by communications which show that he intends the contract to continue. But the issue is essentially one of conduct and not of time..... It all depends upon the context and not upon any strict time test.”

36. The burden of proof is on the Claimant.

Holiday Pay

37. The claimant claims holiday pay for accrued but untaken holiday under the Working Time Regulations 1998 (“the Regulations”). Regulations 13 and 13A relate to entitlement to annual leave. The effect of Regulation 13A(3) is that the aggregate entitlement to annual leave under Regulations 13 and 13A is a maximum of 28 days. Under Regulation 13(9) leave to which a worker is entitled may be taken in instalments, but it may only be taken in the leave year in respect of which it is due, and it may not be replaced by a payment in lieu except where the worker’s employment is terminated. A ‘leave year’ is defined in Reg. 13(3). Regulation 13 provides:

“13 Entitlement to annual leave

[(1) Subject to paragraph (5), a worker is entitled to four weeks' annual leave in each leave year.]

(2) . . .

(3) A worker's leave year, for the purposes of this regulation, begins—

(a) on such date during the calendar year as may be provided for in a relevant agreement; or

(b) where there are no provisions of a relevant agreement which apply—

(i) if the worker's employment began on or before 1st October 1998, on that date and each subsequent anniversary of that date; or

(ii) if the worker's employment begins after 1st October 1998, on the date on which that employment begins and each subsequent anniversary of that date.

(4) Paragraph (3) does not apply to a worker to whom Schedule 2 applies (workers employed in agriculture [in Wales or Scotland]) except where, in the case of a worker partly employed in agriculture [in Wales or Scotland], a relevant agreement so provides.

(5) Where the date on which a worker's employment begins is later than the date on which (by virtue of a relevant agreement) his first leave year begins, the leave to which he is entitled in that leave year is a proportion of the period applicable under [paragraph (1)] equal to the proportion of that leave year remaining on the date on which his employment begins.

(6) . . .

(7) . . .

(8) . . .

(9) Leave to which a worker is entitled under this regulation may be taken in instalments, but—

(a) it may only be taken in the leave year in respect of which it is due, and

(b) it may not be replaced by a payment in lieu except where the worker's employment is terminated.”

38. Regulation 14 explains the entitlement to leave where a worker's employment is terminated during the course of his leave year, and as at the date of termination of employment the amount of leave which he has taken is different from the amount of leave to which he is entitled in that leave year. Where the proportion of leave taken is less than that which he is entitled, the employer is required to make a payment in lieu of leave in accordance with Regulation 14(3). In the absence of any relevant agreement which provides for payment of accrued leave, then the sum is calculated according to the formula $(A \times B) - C$. For the purposes of this formula A is the period of leave to which the worker is entitled under Regulations 13 and 13A; B is the proportion of the worker's leave year which expired before the termination date; and C is the period of leave taken by the worker between the start of the leave year and the termination date.

39. Regulation 16 concerns payment in respect of periods of leave

(1) A worker is entitled to be paid in respect of any period of annual leave to which he is entitled under regulation 13 [and regulation 13A], at the rate of a week's pay in respect of each week of leave.

(2) Sections 221 to 224 of the 1996 Act shall apply for the purpose of determining the amount of a week's pay for the purposes of this regulation, subject to the modifications set out in paragraph (3) [and the exception in paragraph (3A)].

(3) The provisions referred to in paragraph (2) shall apply—

(a) as if references to the employee were references to the worker;

(b) as if references to the employee's contract of employment were references to the worker's contract;

(c) as if the calculation date were the first day of the period of leave in question; *and*

(d) as if the references to sections 227 and 228 did not apply;

[(e) subject to the exception in sub-paragraph (f)(ii), as if in sections 221(3), 222(3) and (4), 223(2) and 224(2) and (3) references to twelve were references to—

(i) in the case of a worker who on the calculation date has been employed by their employer for less than 52 complete weeks, the number of complete weeks for which the worker has been employed, or

(ii) in any other case, 52; and

(f) in any case where section 223(2) or 224(3) applies as if—

(i) account were not to be taken of remuneration in weeks preceding the period of 104 weeks ending—

(aa) where the calculation date is the last day of a week, with that week, and

(bb) otherwise, with the last complete week before the calculation date; and

(ii) the period of weeks required for the purposes of sections 221(3), 222(3) and (4) and 224(2) was the number of weeks of which account is taken]

[(3A) In any case where applying sections 221 to 224 of the 1996 Act subject to the modifications set out in paragraph (3) gives no weeks of which account is taken, the amount of a week's pay is not to be determined by applying those sections, but is the amount which fairly represents a week's pay having regard to the considerations specified in section 228(3) as if references in that section to the employee were references to the worker.

(3B) For the purposes of paragraphs (3) and (3A) "week" means, in relation to a worker whose remuneration is calculated weekly by a week ending with a day other than Saturday, a week ending with that other day and, in relation to any other worker, a week ending with Saturday.]

(4) A right to payment under paragraph (1) does not affect any right of a worker to remuneration under his contract ("contractual remuneration") [(and paragraph (1) does not confer a right under that contract)].

(5) Any contractual remuneration paid to a worker in respect of a period of leave goes towards discharging any liability of the employer to make

payments under this regulation in respect of that period; and, conversely, any payment of remuneration under this regulation in respect of a period goes towards discharging any liability of the employer to pay contractual remuneration in respect of that period.

40. Regulation 30 provides for a remedy and the time limit to present a claim and 30B provides for an extension for complying with the requirement to enter early conciliation via ACAS.

30 Remedies

(1) A worker may present a complaint to an employment tribunal that his employer—

- (a) has refused to permit him to exercise any right he has under—
 - [(i) regulation 10(1) or (2), 11(1), (2) or (3), 12(1) or (4), 13 or 13A;]
 - (ii) regulation 24, in so far as it applies where regulation 10(1), 11(1) or (2) or 12(1) is modified or excluded; . . .
 - [(iii) regulation 24A, in so far as it applies where regulation 10(1), 11(1) or (2) or 12(1) is excluded; or
 - (iv) regulation 25(3), 27A(4)(b) or 27(2); or]
- (b) has failed to pay him the whole or any part of any amount due to him under regulation 14(2) or 16(1).

(2) [Subject to [[regulation] 30B], an employment tribunal] shall not consider a complaint under this regulation unless it is presented—

- (a) before the end of the period of three months (or, in a case to which regulation 38(2) applies, six months) beginning with the date on which it is alleged that the exercise of the right should have been permitted (or in the case of a rest period or leave extending over more than one day, the date on which it should have been permitted to begin) or, as the case may be, the payment should have been made;
- (b) within such further period as the tribunal considers reasonable in a case where it is satisfied that it was not reasonably practicable for the complaint to be presented before the end of that period of three or, as the case may be, six months.

[30B Extension of time limit to facilitate conciliation before institution of proceedings]

[(1) In this regulation—

- (a) Day A is the day on which the worker concerned complies with the requirement in subsection (1) of section 18A of the Employment Tribunals Act 1996 (requirement to contact ACAS before instituting proceedings) in relation to the matter in respect of which the proceedings are brought, and
- (b) Day B is the day on which the worker concerned receives or, if earlier, is treated as receiving (by virtue of regulations made under subsection (11) of that section) the certificate issued under subsection (4) of that section.

(2) In working out when the time limit set by regulation 30(2)(a) expires the period beginning with the day after Day A and ending with Day B is not to be counted.

(3) If the time limit set by regulation 30(2)(a) would (if not extended by this paragraph) expire during the period beginning with Day A and ending one month after Day B, the time limit expires instead at the end of that period.

(4) The power conferred on the employment tribunal by regulation 30(2)(b) to extend the time limit set by paragraph (2)(a) of that regulation is exercisable in relation to that time limit as extended by this regulation.]

41. Section 224 of the ERA provides

224 Employments with no normal working hours

(1) This section applies where there are no normal working hours for the employee when employed under the contract of employment in force on the calculation date.

(2) The amount of a week's pay is the amount of the employee's average weekly remuneration in the period of twelve weeks ending—

(a) where the calculation date is the last day of a week, with that week, and

(b) otherwise, with the last complete week before the calculation date.

(3) In arriving at the average weekly remuneration no account shall be taken of a week in which no remuneration was payable by the employer to the employee and remuneration in earlier weeks shall be brought in so as to bring up to twelve the number of weeks of which account is taken.

(4) This section is subject to sections 227 and 228.

42. The Court of Appeal held in The Harper Trust v Brazel [2019] EWCA Civ 1402 held that the calculation in the Working Time Regulations was a straightforward exercise of identifying a week's pay in accordance with the provisions of S.221 to 224 ERA and multiplying that figure by 5.6 to work out the holiday pay due for a year. The Supreme Court in The Harper Trust v Brazel [2022] UKSC 21 upheld the Court of Appeal.

Time limits and the effect of early conciliation

43. where the EC process applies, the limitation date should always be extended first by reg. 30B(2) WTR or its equivalent, and then extended further under reg. 30B(3) WTR or its equivalent where the date as extended by reg. 30B(3) or its equivalent is within one month of the date when the claimant receives (or is deemed to receive) the EC certificate to present the claim (Luton Borough Council v Haque [2018] ICR 1388, EAT). In other words it is necessary to first work out the primary limitation period and then add the EC period. Is that date before or after 1 month after day B (issue of

certificate). If it is before the limitation date is one month after day B, if it is afterwards it is that date.

Conclusions

Time

44. The Claimant's employment ended on either 11 or 18 November 2021. Therefore the claim should have been presented by 10 February or 17 February 2022. The Claimant notified ACAS on 25 January 2021, which was within the 3 month limitation period. The certificate was issued on 7 March 2020. Applying Haque, the Claimant has at least a month to present the claim and therefore the claim should have been presented by 7 April 2022, which was the day it was presented. The claims were therefore in time.

Constructive Wrongful dismissal

45. The Claimant was blamed for the actions for his colleagues on numerous occasions by his manager. This involved shouting at him and not accepting he was not working on the days in question. Similarly in relation to the poor preparation of food he was blamed and shouted at when he had shown the manager that he had not been working on the day in question. The Respondent did not put anything forward to suggest that was with reasonable and proper cause. I was satisfied this was a fundamental breach of contract and the Claimant did not wait too long before resigning. The Claimant was constructively wrongfully dismissed.

When did the Claimant resign?

46. The Claimant said to the female staff member 'fuck this I'm not doing this anymore'. These words are ambiguous as to whether the Claimant was resigning or that he did not want to deal with the staff member anymore. There was no reference to resignation. Telling the bar supervisor to get cover for the evening because he wanted to go and would not be back that night was also ambiguous. It did not suggest that he was necessarily resigning. Returning to work and collecting his knives is something he normally did and there is nothing in that conduct which tends to suggest that he had resigned. He actually resigned the following day on 12th November 2021 and he gave one week's notice and I concluded his notice expired on 19 November 2021.
47. The Claimant was always ready and willing to work, however the Respondent did not give him any work in his notice period. The Claimant was therefore entitled to one week's pay, the net figure for which was £305.70 and an award was made in that respect.

Accrued but untaken holiday

48. The Claimant worked for the Respondent between 10 May 2021 and 19 November 2021, i.e. 27 weeks 4 days.
49. The Claimant worked 55 days per week he had therefore accrued 14.8 days holiday in the time he worked for the Respondent.
50. The Claimant took 3 days holiday in that leave year.
51. The Claimant was therefore entitled to be paid 11.8 days as accrued but untaken holiday at £79.56 gross per day. i.e. £938.81. The claim was well founded and a Judgment was entered in that sum.

Employment Judge Bax
Date: 15 December 2022

Judgment sent to Parties:
22 December 2022

FOR THE TRIBUNAL OFFICE